

RECORDATION NO. 24078-D FILED

SEP 10 '02 4-28 PM

SURFACE TRANSPORTATION BOARD

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

Stanford G. Ladner, Esq.  
O'Melveny & Myers LLP  
153 East 53rd Street  
New York, New York 10022

---

### SHORT FORM OF LOAN AGREEMENT

This Short Form of Loan Agreement is made and dated as of the 10<sup>th</sup> day of September, 2002, by and among, **WMATA 2002 TRUST WFBM A**, a Delaware statutory business trust (the "**Trust**"), having an address in care of Wilmington Trust Company, 1100 North Market Street, Wilmington, Delaware 19890-0001 and **AIG-FP Funding (Cayman) Limited**, a company with limited liability organized under the laws of the Cayman Islands, as Lender (the "**Lender**") having an address at c/o Maples & Calder, P.O. Box 309, Ugland House, South Church Street, Grand Cayman, Cayman Islands:

A. The Lender herein desires to obtain a security interest as described herein from Trust, and Trust desires to grant such security interest to the Lender, on the terms and conditions set forth in that certain Loan and Security Agreement between the Lender and the Trust of date even herewith (the "**Loan Agreement**"), which by this reference is incorporated herein and made a part hereof as if set forth at length; and

B. The Trust and the Lender desire to record this Short Form of Loan Agreement with the U.S. Surface Transportation Board to give constructive notice of the Lender's security interest.

NOW, THEREFORE, in consideration of the foregoing recitals, and for other good and allowable consideration, the receipt and sufficiency of which are hereby acknowledged, the Trust and the Lender agree as follows:

1. **Property Subject to Loan Agreement:** Pursuant to, and in accordance with, the Loan Agreement, the Trust, subject to certain exceptions, hereby grants a first priority security interest to the Agent as secured party for the benefit of itself and Lender in (i) that certain Equipment described in Exhibit A attached hereto and incorporated herein by reference (the "**Equipment**"); and (ii) right, title and interest of the Trust under certain documents enumerated in the Loan Agreement, including (a) amounts payable under such documents and (b) all other property acquired by the Trust under such documents.

2. **Conflict With Loan Agreement:** In the event of any conflict between this Short Form of Loan Agreement and the Loan Agreement, the terms, covenants and conditions of the Loan Agreement shall control.

**3. Counterparts:** This Short Form of Loan Agreement may be executed in one or more counterparts, but there shall only be one original and all of which taken together shall constitute one and the same instrument. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are physically attached to the same instrument, which shall be the original of this Short Form of Loan Agreement.

**IN WITNESS WHEREOF**, the Trust and the Lender have executed this Short Form of Loan Agreement as of the date first above written.

TRUST:

**WMATA 2002 TRUST WFBM A**, by and through  
Wilmington Trust Company, not in its individual  
capacity but solely as Trustee

By: 

Name

Title:

**W. Chris Sponenberg**  
**Vice President**

LENDER:

**AIG-FP FUNDING (CAYMAN) LIMITED**

By: \_\_\_\_\_

Name

Title:

IN WITNESS WHEREOF, the Trust and the Lender have executed this Short Form of Loan Agreement as of the date first above written.

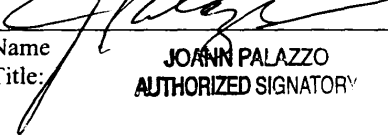
TRUST:

**WMATA 2002 TRUST WFBM A**, by and through  
Wilmington Trust Company, not in its individual  
capacity but solely as Trustee

By: \_\_\_\_\_  
Name  
Title:

LENDER:

**AIG-FP FUNDING (CAYMAN) LIMITED**

By:   
Name **JOANN PALAZZO**  
Title: **AUTHORIZED SIGNATORY**

## EXHIBIT A

Exhibit A

Equipment Description	Running Number
Breda Series 3000 Railcar	3076
Breda Series 3000 Railcar	3077
Breda Series 3000 Railcar	3078
Breda Series 3000 Railcar	3079
Breda Series 3000 Railcar	3080
Breda Series 3000 Railcar	3081
Breda Series 3000 Railcar	3082
Breda Series 3000 Railcar	3083
Breda Series 3000 Railcar	3084
Breda Series 3000 Railcar	3085
Breda Series 3000 Railcar	3086
Breda Series 3000 Railcar	3087
Breda Series 3000 Railcar	3088
Breda Series 3000 Railcar	3089
Breda Series 3000 Railcar	3090
Breda Series 3000 Railcar	3091
Breda Series 3000 Railcar	3092
Breda Series 3000 Railcar	3093
Breda Series 3000 Railcar	3094
Breda Series 3000 Railcar	3095
Breda Series 3000 Railcar	3096
Breda Series 3000 Railcar	3097
Breda Series 3000 Railcar	3098
Breda Series 3000 Railcar	3099
Breda Series 3000 Railcar	3100
Breda Series 3000 Railcar	3101
Breda Series 3000 Railcar	3102
Breda Series 3000 Railcar	3103
Breda Series 3000 Railcar	3104
Breda Series 3000 Railcar	3105
Breda Series 3000 Railcar	3106
Breda Series 3000 Railcar	3107
Breda Series 3000 Railcar	3108
Breda Series 3000 Railcar	3109
Breda Series 3000 Railcar	3110
Breda Series 3000 Railcar	3111
Breda Series 3000 Railcar	3112
Breda Series 3000 Railcar	3113

Exhibit A

Equipment Description	Running Number
Breda Series 3000 Railcar	3250
Breda Series 3000 Railcar	3251
Breda Series 3000 Railcar	3252
Breda Series 3000 Railcar	3253

**ACKNOWLEDGMENT**  
**PURSUANT TO 49 C.F.R. § 1177.3**

I, **W. Chris Sponenberg**, certify that I am **Vice President**  
of Wilmington Trust Company, the Trustee of WMATA 2002 TRUST WFBM A, a Delaware  
statutory business trust, that the instrument was signed and sealed on behalf of the Trust by  
authority of its Trustee, and that I acknowledge that the execution of the foregoing instrument  
was the free act and deed of the Trust. I further declare under penalty of perjury that the  
foregoing is true and correct.

Executed on September \_\_\_\_, 2002.

Name:  
Title:

  
**W. Chris Sponenberg**  
**Vice President**



**ACKNOWLEDGMENT  
PURSUANT TO 49 C.F.R. § 1177.3**

I, Colum Carr, certify that I am an Authorized Signatory of AIG-FP Funding (Cayman) Limited (the "Lender"), that the instrument was signed on behalf of the Lender and the Agent by authority of their Board of Directors, and that I acknowledge that the execution of the foregoing instrument was the free act and deed of the Lender. I further declare under penalty of perjury that the foregoing is true and correct.

Executed on September \_\_, 2002.

  
\_\_\_\_\_  
Name: **COLUM CARR**  
Title: **AUTHORIZED SIGNATORY**

**Certificate that Copy is Complete and Identical**

The undersigned hereby certifies that:

A. He/She has compared the attached copy of Short Form of Loan Agreement to the original and has found the copy to be complete and identical in all respects to the original document.

B. He/she declares under penalty of perjury that the foregoing is true and correct and that this certificate was executed at 11:45, on September 10, 2002.

Martin Bayre